

FINDINGS OF FACT

1. The White Mountain Regional School District (District) is a "public employer" within the meaning of RSA 273-A:1 X.
2. The White Mountain Education Association, Support Staff, NEA-New Hampshire (Association) is the duly certified bargaining agent for support personnel employed by the District.
3. The District and the Association were parties to a collective bargaining agreement for the period, July 1, 1990 through June 30, 1993. A successor agreement went into effect on July 1, 1993. The former CBA differentiates between year round employees (Unit A) and academic year employees (Unit B) in the availability of benefits and leave. It also differentiates between group one employees who are teacher assistants, clerk-typists, monitors and hot lunch workers and group two employees who are secretaries, custodians and hot lunch managers.
4. Carole H. Manso was hired as a temporary secretary at the beginning of the school year in September, 1992. Before the turn of the year, she learned that a permanent position as attendance secretary was about to open and she discussed the position with the principal at the high school. She next was interviewed by Mr. Gaylord, Superintendent of Schools, and Mr. Richard Hoke, Assistant Superintendent of Schools, at which time she was informed that the position of attendance secretary was scheduled to be eliminated with the passage of the new budget and CBA. In it stead would be the position of attendance clerk-typist which would be a Unit B group one position. The attendance secretary position was considered a Unit A, group two position with commensurate salary and benefits.
5. Ms. Manso took the position of attendance secretary. She received an employment contract from January 18, 1993 to June 30, 1993 which she signed on February 8, 1993.
6. E. Richard Hoke testified that the re-classification to a 192 day position was done for monetary reasons. Though the parties stipulated that the day to day activities are the same, the clerk-typist works fewer

hours in a week and student aides perform approximately two hours of similar work during the week. The summer work of ordering supplies and preparing for the next academic year was assigned to other employees after the reclassification.

7. When she signed her contract, Carole Manso did not waive her right to pursue a grievance. She has grieved the changed classification. The hearing before the PELRB is the final step of this grievance process.

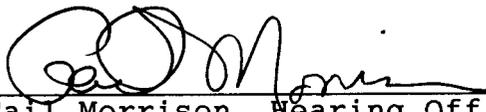
DECISION AND ORDER

The Association argues that reclassification of this position and commensurate changes in pay and benefits amount to changes in terms of employment which must be negotiated and that failure to negotiate constitutes a violation of RSA 273-A:5 I (e) and (h). Essentially, the District responds that the obligation to bargain does not extend to decisions to eliminate one position and to create a different position. The District relies on the managerial policy exception of RSA 273-A:1 XI which states that, "the phrase 'managerial policy within the exclusive prerogative of the public employer' shall be construed to include. . . organizational structure, and the selection, direction and number of its personnel"

In the instant case, the decision to change attendance keeping procedure and personnel was made prior to Ms. Manso's hiring to complete the six months of the previous contract. She was fully informed of the administration's intention before she moved from a temporary position to the expiring permanent secretarial position and then was hired into the new clerk-typist position. The change in classification occurred at the effective date of the CBA. This was not a change of hours, pay or some other working condition but was part of a policy change regarding structure and personnel which is reserved for management. Appeal of Watson 122 N.H. 664 at 667 (1982). This matter is not a subject for bargaining and so no unfair labor practice is found to have occurred. The ULP is hereby DISMISSED.

So ordered.

Signed this 18th day of May, 1994.



 Gail Morrison, Hearing Officer